BENGALURU METROPOLITAN TRANSPORT CORPORATION
Central Offices, Shanthinagar, Bengaluru-560027
Stores & Purchase Department
Tel:080-22537463 Mobile:+917760991151.Email:cosp@mybmtc.com.

BID DOCUMENTS
TWO COVER SYSTEM

Tender NO: BMTC/2023-24/IND0046/CALL-2

TENDER FOR THE SUPPLY OF TYRE, TUBE & FLAP SETS, TUBELESS TYRES AND ADDITIONAL TUBES & FLAPS

The tender shall be submitted through e-procurement portal. Vendors need to register in the e-procurement portal to submit their bids online. The tender documents can be viewed free of cost from the e-procurement portal. The tender is invited as per the provision of the Karnataka Transparency in Public Procurement Act-1999 in two cover system i.e., Pre-qualification (Technical Offer) and Commercial Offer separately.

Through e-Procurement Portal of Government of Karnataka (http://kppp.karnataka.gov.in)

(Communication address)

THE CONTROLLER OF STORES AND PURCHASES,

BMTC, TENDER SECTION,

CENTRAL OFFICE,

SHANTINAGAR, BENGALURU-560 027

KARNATAKA, INDIA

e-mail: cosp@mybmtc.com

(Ph. No. 7760991151/7760991159)

Tender Events:

01	**Availability of Tender Documents**	**http://kppp.karnataka.gov.in**
02	**Date of Pre-bid meeting and Place**	**Dtd: 23.02.2024 @ 11.30 Hrs. At the Mini Meeting Hall, 4th Floor, BMTC Central Offices, Shantinagar, Bengaluru-560 027.**
03	**Last date for submission of Tender through e-portal**	**28.02.2024 @ 14.30 Hrs**
04	**Date of Opening of Technical bid**	**29.02.2024@ 15.00 Hrs**
05	**Date of Opening of Financial bid**	**01.03.2024 @ 14.30 Hrs (Tentative)**
06	**Place of Opening of Tender**	**Tender Section, BMTC, Central Office, Shantinagar, Bengaluru-560 027**

(Note: In case of any changes/ extension in the scheduled dates, the same will be published in the e-portal as addendum/ corrigendum)

(If the date is declared as General Holiday, the event will be postponed to next working day)

TENDER PROCESSING FEE, EMD AND SECURITY DEPOSIT

The EMD (Refundable to unsuccessful bidders) and Tender Processing Fee (Non refundable) shall be submitted online through the KPP portal. Only the successful Tenderer has to pay Security Deposit after intimation from purchaser as prescribed.

Tender Processing Fee	As indicated in e-procurement portal
Earnest Money Deposit	*1% of the estimated cost of tender* **(Rs.16.00 lakh)** to be paid online through the e-Procurement portal or submit the irrevocable Bank Guarantee as per the format attached
Security Deposit	**5%** of the order value. The validity of Security Deposit (BG) is as per tender documents. The validity of BG to be extended as per the requirement of buyer.
Supply location and	The BMTC Central Store, Shanthinagar, Bengaluru-27. The tentative schedule for supply will be from **March-**

Tentative schedule for supply	**2024 to August-2024 / 6 months.**

PROFILE OF THE TENDERER (COMMUNICATION DETAILS AND STATUS OF TENDERER)

(Tenderers are requested to ensure the entry of their company's name, IFT No, Date, tender description and all details before uploading and submission of their bid in e-procurement portal)

Name of the Tenderer/ Bidder: ……

IFT NO: …… DATE: ……

Tender Description: Supply of ……

	Name of the Tenderer	
a	Office Address of tenderer	
	Telephone Number	
	Fax Number	
b	Works/ Factory Address of tenderer	
	Telephone and Fax Number	
c	Name and Designation of the Authorized Signatory	
	Phone/ Mobile No.	
	Valid e-mail ID	
d	Name of the Contact Person and Designation	
	Phone/ Mobile No.	
	Valid e-mail ID	
e	Status of the Tenderer	
f	Bank Account Details of tenderer	Account No: IFSC Code: Branch & Bank Name: Beneficiary Name:

Signature of the Tenderer.
Authorized Signatory,
Name……
Designation……
Seal……

(To be filled, sealed (bidder seal), signed in the bidder's letter head and uploaded in –e-portal)

CHECK LIST

DOCUMENTS (DULY FILLED AND SIGNED ALONG WITH THEIR COMPANY'S SEAL) TO BE UPLOADED IN E-PORTAL (UPLOAD THE PAPERS IN FOLLOWING ORDERS)

Technical documents

(Tenderers are requested to fill and ensure the entry of their company's name, IFT No, Date, tender description and all details before uploading and submission of their bid in e-procurement portal)

NAME OF THE TENDERER: …….

IFT NO: …… DATE: ……

Tender Description: Supply of ……

Sl. No.	**Description of documents**	**Fill 'Yes' or 'No' or 'Not Applicable'**
1	Profile of the Tenderer (Communication details and status tenderer)	
2	Check list	
3	Submission of EMD (Copy/ Details of Online payment or BG)	
4	Tender Form duly signed – Section VIII as per the format on Govt. stamp paper of Rs. 20/-	
5	Copy of the Certificate of Incorporation/ certificate obtained as per the Companies Act or any other relevant documents issued by GoI or any State Governments or union territory	
6	The statement of supplies has to be submitted by bidders as per prescribed format- STATEMENT 01-**pdf format with sealed and signed**	
7	The statement of supplies has to be submitted by bidders as per prescribed format- STATEMENT 01–**MS Excel in editable format**	
8	The statement of supplies has to be submitted by bidders as per prescribed format-STATEMENT 02-**pdf format with sealed and signed**	
9	The statement of supplies has to be submitted by bidders as per prescribed format- STATEMENT 02 –**MS Excel in editable format**	
10	The statement of supplies has to be submitted by bidders as per prescribed format- STATEMENT-03-**pdf format with sealed and signed**	
1	The statement of supplies has to be submitted by bidders as	

1	per prescribed format- STATEMENT -03- **MS Excel in editable format**	
12	The statement of supplies has to be submitted by bidders as per prescribed format- STATEMENT -04 -**pdf format with sealed and signed**	
13	The statement of supplies has to be submitted by bidders as per prescribed format- STATEMENT -04-**MS Excel in editable format**	
14	The statement of supplies has to be submitted by bidders as per prescribed format- STATEMENT -05 -**pdf format with sealed and signed**	
15	The statement of supplies has to be submitted by bidders as per prescribed format- STATEMENT -05-**MS Excel in editable format**	
16	Schedule of Requirement – Section V(b) with duly filled (Details of tendered items and format for tenderer's to furnish their production, supply capacity and lead time)	
17	Audited copy of Profit & Loss Statement duly certified by the Chartered Accountant and the authorized signatory of the company for three financial years (two financial years in case of MSE) as mentioned in Section-VII/ tender	
18	Audited copy of Balance Sheet duly certified by the Chartered Accountant and the authorized signatory of the company for three financial years (two financial years in case of MSE) as mentioned in Section-VII/ tender	
19	Section XV: Certification of Verification issued by the Chartered Accountant in the format prescribed	
20	Section XVI: Declaration I - Lowest Rate and Anti-Blacklisting declaration	
21	Section XVII: Declaration-II as per the format on Govt. stamp paper of Rs. 20/- (In case the manufacturers/ Principal firm will execute supplies through their Channel Partner/ Authorized Dealer/ Distributor etc.) if applicable	
22	Section XVIII: Declaration-III as per the format on Govt. stamp paper of Rs. 20/- (Compliance Certificate regarding restrictions on public procurements from bidders of countries which shares a Land Border with India	
23	GST Registration Certificate	
24	PAN Card	
25	NSIC Certificate (to avail EMD exemption)	
26	Details of Industrial License/ Pollution Control Board, wherever required as per statutory regulations.	
27	Power of Attorney	
28	Adherence to Environment Management System	
2	Purchase order and Invoice copies for 09.00x20 Radial Tyre,	

9	Tube and Flaps	
30	Purchase order and Invoice copies for 10.00x20 Radial Tyre, Tube and Flaps	
31	Purchase order and Invoice copies for 295/80R, 22.5” Tubeless Tyre	
32	Purchase order and Invoice copies for 235/75R, 17.5” Tubeless Tyre	
33	Purchase order and Invoice copies for Tubeless Radial Tyre size 215-75R 15"	
34	Any other documents in support of Prequalification criteria and other Terms and conditions of tender.	

Signature of the Tenderer
Authorized Signatory,
Name……
Designation……
Seal……

(The above documents duly filled (wherever applicable), sealed (bidder seal), signed and to be uploaded in e-procurement portal)

The following documents are available in the Tender Document.

1. SECTION I: INVITATION FOR TENDERS (IFT)
2. SECTION II: INSTRUCTION TO TENDERERS (ITT)
3. SECTION III: GENERAL CONDITIONS OF CONTRACT
4. SECTION IV: SPECIAL CONDITIONS OF CONTRACT
5. SECTION V: SCHEDULE OF REQUIREMENTS [V(a) & V(b)]
6. SECTION VI - TECHNICAL SPECIFICATIONS
7. SECTION VII : PRE QUALIFICATION CRITERIA AND EVALUATION CRITERIA
8. SECTION VIII: TENDER SUBMISSION LETTER/ FORM
9. SECTION IX: EARNEST MONEY DEPOSIT
10. SECTION X: CONTRACT FORM (AGREEMENT)
11. SECTION XI. PERFORMANCE SECURITY BANK GUARANTEE FORM
12. SECTION XII: PROFORMA FOR PERFORMANCE STATEMENT FOR THE LAST FIVE YEARS
13. SECTION XIII:- MANUFACTURERS' AUTHORIZATION FORM – Applicable in case of tenders wherever Authorized Dealers/ Distributors / Channel Partners of Manufacturers are eligible to participate in the tender (Refer Section VII)
14. SECTION XIV- NOT APPLICABLE
15. SECTION XV -CERTIFICATE OF VERIFICATION FROM CHARTERED ACCOUNTANT.
16. SECTION XVI: DECLARATION I: Lowest Rate and Anti-Blacklisting certificate

17. SECTION XVII- DECLARATION – II (To be submitted by the principal firm, wherever the supplies are executed through their distributor.
18. SECTION XVIII- DECLARATION -III (Compliance Certificate regarding restrictions on public procurements from bidders of countries which shares a Land Border with India)
19. SECTION XIX – Payment of EMD and Tender Processing Fee
20. SECTION XX – Force Majeure and Work Inspection Clause

SECTION I. INVITATION FOR TENDERS (IFT)

1. The Bengaluru Metropolitan Transport Corporation invites tenders from eligible tenderers for the supply of the goods listed in Section V(a) & V(b).
2. The tenderers may submit tenders for any or all of the goods given at Section V(a) & V(b). Tenderers are advised to note the qualification criteria specified in Section VII to qualify for award of the contract.
3. Tender documents are available in the e-procurement portal (http://kppp.karnataka.gov.in)
4. Tenders must be accompanied by Earnest Money Deposit as specified mode and specified amount in the tender documents.
5. Tenders must be submitted through e-procurement portal only within the due date and time or as amended if any. The technical bid will be opened on the date indicated in the e-procurement portal in the presence of the tenderers or their authorized representatives who wish to attend. If the office happens to be closed on the date of opening of the tenders as specified, the tenders will be opened on the next working day.

6. Other details can be seen in the tender documents.

CONTROLLER OF STORES AND PURCHASES
[TENDER INVITING AUTHORITY]

SECTION II: INSTRUCTIONS TO TENDERERS (ITT)

TABLE OF CLAUSES

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2	Cost of Tendering
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	C. Preparation of Tenders
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8	Tender Form
9	Tender Prices
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11	Documents Establishing Tenderer's Eligibility and Qualifications
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16	Sealing and Marking of Tenders / Submission of Tenders
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	E. Tender Opening and Evaluation of Tenders
20	Opening of Tenders by the Purchaser
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SECTION II: INSTRUCTION TO TENDERERS (ITT)

A. Introduction

1. Eligible Tenderers

1.1. Tenderers should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Purchaser to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under this Invitation of Tenders.

1.2. Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by Government of Karnataka

2. Cost of Tendering:

2.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and BMTC (Here in after referred to as the Purchaser) will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the tender process.

B. The Tender Documents

3. Contents of Tender Documents

3.1 The goods required, tendering procedures and contract terms are prescribed in the tender documents. In addition to the Invitation for Tenders, the tender documents include:

(a) Instruction to Tenderers (ITT) ;
(b) General Conditions of Contract (GCC) ;
(c) Special Conditions of Contract (SCC) ;
(d) Schedule of Requirements (Additional Format)
(e) Technical Specifications;
(f) Tender Form
(g) Earnest Money Deposit;
(h) Contract Form;
(i) Performance Security Form;
(j) Performance Statement Form – Wherever Applicable
(k) Manufacturer's Authorization Form – Wherever Applicable
(l) Equipment and Quality Control Form – Applicable for PME items.

3.2 The Tenderer is expected to examine all instructions, forms, terms and specifications in the tender documents. Failure to furnish all information required by the tender documents or submission of a tender not substantially responsive to the tender documents in every respect will be at the Tenderer's risk and may result in rejection of its tender.

4. Clarification of Tender Documents

4.1 A prospective Tenderer requiring any clarification of the tender documents may notify the Purchaser in writing or e-mail at the Purchaser's mailing address indicated in the Invitation for Tenders. The Purchaser will respond to any request for clarification of the tender documents which it receives no later than pre bid meeting date and time prescribed by the Purchaser. The Purchaser's response (including an explanation of the query but without identifying the source of inquiry) will be notified in the e-procurement portal only. No intimation will be made to any prospective bidders.

5. Amendment of Tender Documents

5.1 At any time prior to the deadline for submission of tenders, the Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderers, modify the tender documents by amendment.

5.2 The amendments to tender documents will be published in e-procurement portal (http:kppp.karnataka.gov.in) and will be binding on the bidders. The purchaser reserves the right to extend the date for submission of tender, date of opening of technical and commercial bids.

5.3 In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, the Purchaser, at its discretion, may extend the deadline for the submission of tenders

which will also be published in e-procurement portal as detailed at clause 4 above.

C. Preparation of Tenders

6. Language of Tender

6.1 The tender prepared by the Tenderer, as well as all correspondence and documents relating to the tender exchanged by the Tenderer and the Purchaser, shall be written in English language. Supporting documents and printed literature furnished by the Tenderer may be in another language provided they are accompanied by an accurate translation of the relevant passages in the English language in which case, for purposes of interpretation of the Tender, the translation shall govern.

7. Documents Constituting the Tender

7.1 The tender prepared by the Tenderer shall comprise the following components:

(a) A Tender Form completed in accordance with ITT Clauses 8,9 and 10.

(b) Documentary evidence established in accordance with ITT Clause 11 that the Tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;

(c) Documentary evidence established in accordance with ITT Clause 12 that the goods and ancillary services to be supplied by the Tenderer are eligible goods and services and conform to the tender documents; and

(d) Earnest Money Deposit furnished in accordance with ITT Clause 13.

8. Tender Form

8.1 The Tenderer shall complete the Tender Form furnished in the tender documents, indicating the goods to be supplied, a brief description of the goods, their country of origin and quantity.

9. Tender Prices

9.1 The Tenderer shall indicate end rate in the price schedule of e-procurement portal of the goods it proposes to supply under the Contract. To this end, the tenderers are allowed the option to submit the tenders for any one or more schedules specified in the 'Schedule of Requirements. However, tenderers are requested to quote for the complete requirement of goods and services specified under each schedule on a single responsibility basis, failing which such tenders will not be taken into account for evaluation (in case of tenders with lump sum evaluation criteria) and will not be considered for award.

(The discount, packing, forwarding, freight charges, insurance, door delivery and unloading charges at the purchaser premises and other incidental charges should be included in the basic

rate. The end rate inclusive of all taxes (IN INDIAN RUPEES) shall be quoted by the bidder in the e. procurement portal.)

9.2 Prices quoted should be inclusive of following:

(i) the price of the goods including all duties, GST, sales and other taxes already paid or payable

a. on components and raw material used in the manufacture or assembly of goods quoted ex-works or ex-factory; or

b. on the previously imported goods of foreign origin quoted ex-showroom, ex-warehouse or off-the-shelf.

(ii) any Indian duties, sales and other taxes which will be payable on the goods if this Contract is awarded;

(iii) the price for inland transportation, insurance and other local costs incidental to delivery of the goods to their final destination; and unloading charges at purchaser site.

(iv) the price of other incidental services listed in Clause 4 of the Special Conditions of Contract.

9.3 The Tenderer’s separation of the price components in accordance with ITT Clause 9.2 above will be solely for the purpose of facilitating the comparison of tenders by the Purchaser and will not in any way limit the Purchaser's right to contract on any of the terms offered.

9.4 Prices quoted by the Tenderer shall be fixed during the Tenderer’s performance of the Contract and not subject to variation on any account. A tender submitted with an adjustable price quotation will be treated as non-responsive and rejected, pursuant to ITT Clause 22.

10. Tender Currency

10.1 Prices shall be quoted in Indian Rupees:

11. Documents Establishing Tenderer's Eligibility and Qualifications

11.1 Pursuant to ITT Clause 7, the Tenderer shall furnish, as part of its Tender, documents establishing the Tenderer’s eligibility to tender and its qualifications to perform the Contract if its tender is accepted.

11.2 The documentary evidence of the Tenderer's qualifications to perform the Contract if its tender is accepted, shall establish to the Purchaser's satisfaction: (a) that, in the case of a Tenderer offering to supply goods under the contract which the Tenderer did not manufacture or otherwise produce, the Tenderer has been duly authorized (as per authorization form in Section XIII) by the goods' Manufacturer or producer to supply the goods in India.

(The item or items for which Manufacturer’s Authorization is required should be specified)

[Note: Supplies for any particular item in each schedule of the tender should be from one manufacturer only. Tenders from agents offering supplies from different manufacturer's for the same item of the schedule in the tender will be treated as non-responsive]

(b) that the Tenderer has the financial, technical, and production capability necessary to perform the Contract and meets the criteria outlined in the Qualification requirements specified in Section VII and Section V(a) & V(b) To this end, all tenders submitted shall include the following information:

(i) The legal status, place of registration and principal place of business of the company or firm or partnership, etc.;

(ii) Details of experience and past performance of the tenderer on equipment offered and on those of similar nature within the past five years and details of current contracts in hand and other commitments (suggested proforma given in Section XII);

12. Documents Establishing Goods' Eligibility and Conformity to Tender Documents – Wherever applicable

12.1 Pursuant to ITB Clause 7, the Tenderer shall furnish, as part of its tender, documents establishing the eligibility and conformity to the tender documents of all goods and services which the tenderer proposes to supply under the contract.

12.2 The documentary evidence of conformity of the goods and services to the tender documents may be in the form of literature, drawings and data, and shall consist of :

(a) a detailed description of the essential technical and performance characteristics of the goods ;

(b) a list giving full particulars, including available sources and current prices, of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods for a period of two years, following commencement of the use of the goods by the Purchaser; and

(c) an item-by-item commentary on the Purchaser's Technical Specifications demonstrating substantial responsiveness of the goods and services to those specifications or a statement of deviations and exceptions to the provisions of the Technical Specifications.

12.3 For purposes of the commentary to be furnished pursuant to ITT Clause 12.2(c) above, the Tenderer shall note that standards for workmanship, material and equipment, and references to brand names or catalogue numbers designated by the Purchaser in its Technical Specifications are intended to be descriptive only and not restrictive. The Tenderer may substitute alternative standards, brand names and/or catalogue numbers in its tender, provided that it demonstrates to the Purchaser's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

13. Earnest Money Deposit

13.1 Pursuant to ITT Clause 7, the Tenderer shall furnish, as part of its tender, earnest money deposit in the amount as specified in Section-V(a) - Schedule of Requirements.

13.2 The earnest money deposit is required to protect the Purchaser against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to ITB Clause 13.7.

13.3 The earnest money deposit shall be denominated in Indian Rupees and shall:

(a) at the tenderer’s option as specified in the Section V(a) & V(b)– Schedule of requirement

(b) Not carry interest.

13.4 Any tender not secured in accordance with ITT Clauses 13.1 and 13.3 above will be rejected by the Purchaser as non-responsive, pursuant to ITT Clause 22.

13.5 Unsuccessful Tenderer's earnest money deposit will be discharged/returned as promptly as possible as but not later than 30 days after the expiration of the period of tender validity prescribed by the Purchaser, pursuant to ITT Clause 14.

13.6 The successful Tenderer's earnest money deposit will be discharged upon the Tenderer signing the Contract, pursuant to ITT Clause 30, and furnishing the performance security, pursuant to ITB Clause 31.

13.7 The tender bid security/EMD may be forfeited: -

(a) if a Tenderer (i) withdraws its tender during the period of validity of tender for acceptance of offer specified by the Tenderer on the Tender Form; or (ii) does not accept the correction of errors pursuant to ITT Clause 22.2; or

(b) in case of a successful Tenderer, if the Tenderer fails:

(i) to sign the Contract in accordance with ITT Clause 30; or

(ii) to furnish performance security in accordance with ITT Clause 31.

14. Period of Validity of Tenders for Acceptance of Offer:

14.1 Tenders shall remain valid for 90 days after the deadline for submission of tenders prescribed by the Purchaser, pursuant to ITB Clause 17. A tender valid for a shorter period shall be rejected by the Purchaser as non-responsive.

14.2 In exceptional circumstances, the Purchaser may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing or e-mail. The earnest money deposit provided under ITT Clause 13 shall also be suitably extended. A Tenderer may refuse the request without forfeiting its earnest money deposit. A Tenderer granting the request will not be required nor permitted to modify its tender.

15. Format and Signing of Tender

15.1 the tenders shall be prepared as per the clause 7 of ITT duly sealed and signed and submit through e-procurement portal.

D. Submission of Tenders

16. Sealing and Marking of Tenders/ Submission of tender

Para Nos 16.1 to 16.5 of KG-2 are modified as below.

16.1 The tenderers need to register themselves in the e-Procurement portal to submit their bids online. Tenders must be submitted on line through e-Procurement Portal. The tender document can be viewed free of cost on e-Procurement Portal.

16.2 The tender is invited as per provision of KTPP Act and Rules from eligible tenderers for the supply of goods mentioned in Section V(a) & V(b) in two cover system i.e., Pre-qualification (Technical) and Commercial offer separately.

16.3 In the first cover of prequalification details as specified in the Section VIII should be filled, sealed and signed and the same should be

uploaded. The uploaded documents should be legible. Else the same will not be considered for evaluation.

17. Deadline for Submission of Tenders

17.1 The tender must be submitted through E-procurement portal on or before due date & time mentioned in e-procurement portal.

17.2 The Purchaser may, at its discretion, extend this deadline for submission of tenders by amending the tender documents in accordance with ITB Clause 5, in which case all rights and obligations of the Purchaser and Tenderers previously subject to the deadline will thereafter be subject to the deadline as extended.

18. Late Tenders

The tender must be submitted through E-procurement portal on or before due date & time mentioned in e-procurement portal. The e-procurement portal will be closed after due date and time fixed for submission of tender.

19. Modification and Withdrawal of Tenders

Sub para 19.1 to 19.3 of KG-2 are not applicable.

19.4 No tender may be withdrawn or modified in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the Tenderer on the Tender Form.
Withdrawal or modification of a tender during this interval may result in the Tenderer's forfeiture of its earnest money deposit, pursuant to ITT Clause 13.7.

E. Tender Opening and Evaluation of Tenders

20. Opening of Tenders by the Purchaser

20.1 The Purchaser will open all tenders, in the presence of Tenderers' representatives who choose to attend, at the designated place on scheduled date and time.
The Tenderers' representatives who are present shall sign a register evidencing their attendance. In the event of the specified date of Tender opening being declared a holiday for the Purchaser, the tenders shall be opened at the appointed time and location on the next working day.

20.2 The Tenderers' names and the presence or absence of requisite tender security and such other details as the Purchaser, at its discretion, may consider appropriate, will be announced at the opening. No tender shall be rejected at tender opening

20.3 Tenders (and modifications sent pursuant to ITT Clause 19) that are read out at tender opening shall not be considered further for evaluation, irrespective of the circumstances.

20.4 The Purchaser will prepare minutes of the tender opening.

21. Clarification of Tenders

21.1 During evaluation of tenders, the Purchaser may, at its discretion, ask the Tenderer for a bonafide clarification of its tender. The request for

clarification and the response shall be in writing and no change in prices or substance of the tender shall be sought, offered or permitted.

22. Preliminary Examination

22.1 The Purchaser will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the tenders are generally in order. Tenders from Dealers/ Distributors (Provided the Pre-qualification criteria prescribed provides specific eligibility for such firms to participate in the tender) without proper authorization from the manufacturer as per Section XIII, shall be treated as non-responsive.

22.1.1 Where the Tenderer has quoted for more than one schedule, if the tender security furnished is inadequate for all the schedules, the Purchaser shall take the price tender into account only to the extent the tender is secured. For this purpose, the extent to which the tender is secured shall be determined by evaluating the requirement of tender security to be furnished for the schedule included in the tender (offer) in the serial order of the Schedule of Requirements of the Tender document.

22.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between words and figures, the lowest of the two will prevail. If the supplier does not accept the correction of errors, its tender will be rejected and its tender security may be forfeited.

22.3 The Purchaser may waive any minor informality or non-conformity or irregularity in a tender which does not constitute a material deviation, provided such a waiver does not prejudice or affect the relative ranking of any Tenderer.

22.4 Prior to the detailed evaluation, pursuant to ITB Clause 23, the Purchaser will determine the substantial responsiveness of each tender to the tender documents. For purposes of these Clauses, a substantially responsive tender is one which conforms to all the terms and conditions of the tender documents without material deviations. Deviations from or objections or reservations to critical provisions such as those concerning Performance Security (GCC Clause 6). Warranty (GCC Clause 14), Force Majeure (GCC Clause 24), Limitation of liability (GCC Clause 28), Applicable law (GCC Clause 30), and Taxes & Duties (GCC Clause 32) will be deemed to be a material deviation. The Purchaser's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

22.5 If a tender is not substantially responsive, it will be rejected by the Purchaser and may not subsequently be made responsive by the Tenderer by correction of the non-conformity.

23. Evaluation and Comparison of Tenders

23.1 The Purchaser will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to ITT Clause 22 for each schedule item separately. No tender will be considered if the complete requirements covered in the schedule is not included in the tender. However, as stated in ITT Clause 9, Tenderers are allowed the option to tender for any one or more schedules.

Sub para No. 23.2 to 23.4 of para 30 of KG-2 is not applicable.

24. Contacting the Purchaser

24.1 Subject to ITT Clause 21, no Tenderer shall contact the Purchaser on any matter relating to its tender, from the time of the tender opening to the time the Contract is awarded. If the tenderer wishes to bring additional information to the notice of the purchaser, it should do so in writing.

24.2 Any effort by a Tenderer to influence the Purchaser in its decisions on tender evaluation, tender comparison or contract award may result in rejection of the Tenderer's tender.

F. Award of Contract

25. Pre-qualification

Sub para No. 25.1 to 25.3 of para 25 of KG-2 are not applicable

After evaluation of technical/ pre-qualification bid (Part-I) and tenderers whose offer meet the PQ criteria detailed at Section VII (pursuant to ITT Clause 11) and technical specifications of the tender in complete manner will be accepted and only such bidders price bid (Part-II) will be opened.

Award Criteria

26.1 Subject to ITT Clause 28, the Purchaser will award the Contract to the successful Tenderer whose tender has been determined to be substantially responsive and has been determined as the lowest evaluated tender, provided further that the Tenderer is determined to be qualified to perform the Contract satisfactorily.

27. Purchaser's right to vary Quantities at Time of Award

27.1 The Purchaser reserves the right at the time of Contract award or at any time during the period of contract to increase or decrease by up to 25 percent of the quantity of goods and services originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions.

28. Purchaser's Right to Accept Any Tender and to Reject Any or All Tenders

28.1 The Purchaser reserves the right to accept or reject any tender, and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected Tenderer or Tenderers.

29. Notification of Award

29.1 Prior to the expiration of the period of tender validity for acceptance of offer, the Purchaser will notify the successful tenderer in writing by issuing letter of intent.

29.2 The notification of award will constitute the formation of the Contract/ PO.

29.3 Upon the successful Tenderer's furnishing of performance security pursuant to ITT Clause 31, the Purchaser will discharge its earnest money deposit and to unsuccessful tenders, pursuant to ITT Clause 13.

29.4 If, after notification of award, a Tenderer wishes to ascertain the grounds on which its tender was not selected, it should address it's request to the Purchaser. The Purchaser will promptly respond in writing to the unsuccessful Tenderer.

30. Signing of Contract

30.1 At the same time as the Purchaser notifies the successful tenderer that its tender has been accepted, the Purchaser will send the Tenderer the Contract Form provided in the tender documents, incorporating all agreements between the parties.

30.2 Within 21 days of receipt of the Contract Form, the successful Tenderer shall sign and date the Contract and return it to the Purchaser.

31. Performance Security

31.1 Within 21 days of the receipt of notification of award from the Purchaser, the successful Tenderer shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the tender documents or in another form acceptable to the Purchaser.

31.2 Failure of the successful Tenderer to comply with the requirement of ITT Clause 30.2 or ITT Clause 31.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the earnest money deposit, in which event the Purchaser may make the award to the next lowest evaluated Tenderer or call for new tenders.

32 Corrupt or Fraudulent Practices Clause

32.1 The Government requires that Tenderers/ Suppliers/ Contractors observe the highest standard of ethics during the procurement and execution of Government financed contracts. In pursuance of this policy, the Government :

(a) defines, for the purposes of this provision, the terms set forth as follows :

(i) "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and

(ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Government, and includes collusive practice among Tenderers (prior to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the Government of the benefits of free and open competition;

In such cases, the Tender Inviting Authority

a) will reject a proposal for award if it determines that the Tenderers/Suppliers/ Contractors recommended for award has

engaged in corrupt or fraudulent practices in competing for the contract in question;

b) Debarment of Tenderer: - The procurement entity may debar tenderers for a period not exceeding three years from the participation in its tenders following such procedure as may be prescribed on the ground that tenderer is engaged in corrupt or fraudulent practices in competing or executing the contract including misleading the procuring entity at any stages of procurement activity with a fraudulent intension". Provided that, no tenderer shall be debarred without giving opportunity of being heard.

32.2 Furthermore, Tenderers shall be aware of the provision stated in sub-clause 4.4 and sub-clause 23.1 of the General Conditions of Contract.

Measures to be taken after Debarment

The Procurement Entity may take appropriate measures in respect of debarred tenderer or contractor or supplier including one or more of the following, namely:-

i. reject the bid and forfeit or encash EMD or Bid Security;

ii. terminate the contract; forfeit or encash the performance guarantee; recover the compensation of loss incurred by Procurement Entity;

iii. forfeit or encash any other security or guarantee or bond provided by such tenderer or contractor or supplier in relation to such procurement; and

iv. recover payments including advance payments, if any, made by the Procurement Entity along with the interest thereon at the prevailing rate of Nationalized Bank.

SECTION III: GENERAL CONDITIONS OF CONTRACT
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SECTION III – GENERAL CONDITIONS OF CONTRACT

General Conditions of Contract

1. Definitions

1.1 In this Contract, the following terms shall be interpreted as indicated:

(a) "The Contract" means the agreement entered into between the Purchaser and the Supplier, as recorded in the contract form/ LoI/ PO/ work order including all the attachments and appendices thereto and all documents incorporated by reference therein;

(b) "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations;

(c) "The Goods" means all the equipment, machinery, and/or other materials which the Supplier is required to supply to the Purchaser under the Contract;

(d) "Services" means services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training and other obligations of the Supplier covered under the Contract;

(e) “GCC” means the General Conditions of Contract contained in this section.

(f) “SCC” means the Special Conditions of Contract.

(g) “The Purchaser” means the organization purchasing the Goods/Services, as named in SCC.

(h) “The Purchaser’s country” is the country named in SCC.

(i) “The Supplier” means the individual or firm supplying the Goods and Services under this Contract.

(j) “The Government” means the Government of Karnataka State.

(k) “The Project Site”, where applicable, means the place or places named in SCC.

(l) “Day” means calendar day.

2. Application

2.1 These General Conditions shall apply to the extent that they are not superseded by provisions in other parts of the Contract.

3. Standards

3.1 The Goods supplied/Services rendered under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standard appropriate to the Goods' country of origin and such standards shall be the latest issued by the concerned institution.

4. Use of Contract Documents and Information; Inspection and Audit by the Government

4.1 The Supplier shall not, without the Purchaser's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Supplier in performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

4.2 The Supplier shall not, without the Purchaser's prior written consent, make use of any document or information enumerated in GCC Clause 4.1 except for purposes of performing the Contract.

4.3 Any document, other than the Contract itself, enumerated in GCC Clause 4.1 shall remain the property of the Purchaser and shall be returned (in all copies) to the Purchaser on completion of the Supplier's performance under the Contract if so required by the Purchaser.

4.4 The supplier shall permit the Government to inspect the Supplier’s accounts and records relating to the performance of the Supplier and to have them audited by auditors appointed by the Government, if so required by the Government.

5. Patent Rights

5.1 The Supplier shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the Goods or any part thereof in India.

6. Performance Security (Security Deposit)

6.1 Within 21 days of receipt of the notification of contract award, the Supplier shall furnish Performance Security to the Purchaser for an amount specified in the tender, valid up to 60 days after the date of completion of performance obligations including Warranty obligations. In the event of any correction of defects or replacement of defective material during the Warranty period, the Warranty for the corrected/replaced material shall be extended to a further period of 12 months and the Performance Bank Guarantee for proportionate value shall be extended 60 days over and above the initial Warranty period.

6.2 The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

6.3 The Performance Security shall be denominated in Indian Rupees and shall be in one of the following forms:

(a) A Bank guarantee issued by a Nationalized/Scheduled bank in the form provided in the tender documents or any other form acceptable to the Purchaser; or

(b) The demand draft in favour of the Chief Account Officer-FA, BMTC, Central Office, Bengaluru.

6.4 The Performance Security will be discharged by the Purchaser and returned to the Supplier not later than 60 days following the date of completion of the Supplier's performance obligations, including any Warranty obligations, under the Contract or settlement of claims if any.

6.5 In the event of any contract amendment, the Supplier shall, within 20 days of receipt of such amendment, furnish the amendment to the Performance Security, rendering the same valid for the duration of the Contract as amended for 60 days after the completion of performance obligations including Warranty obligations.

7. Inspections and Tests (Please refer to Section XXI)

7.1 The Purchaser or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Purchaser. SCC and the Technical Specifications shall specify what inspections and tests the Purchaser requires and where they are to be conducted. The Purchaser shall notify the Supplier in writing in a timely manner of the identity of any representatives retained for these purposes.

7.2 The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery and/or at the Goods final destination. If conducted on the premises of the Supplier or its

subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data - shall be furnished to the inspectors at no charge to the Purchaser.

7.3 Should any inspected or tested Goods fail to conform to the specifications, the Purchaser may reject the goods and the Supplier shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to the Purchaser.

7.4 The Purchaser's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival at Consignee location shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by the Purchaser or its representative prior to the Goods shipment.

7.5 Nothing in GCC Clause 7 shall in any way release the Supplier from any warranty or other obligations under this Contract.

7.6 Manuals and Drawings (Wherever applicable)

7.6.1 Before the goods and equipment are taken over by the Purchaser, the Supplier shall supply operation and maintenance manuals together with drawings of the goods and equipment. These shall be in such detail as will enable the Purchaser to operate, maintain, adjust and repair all parts of the
equipment as stated in the specifications.

7.6.2 The manuals and drawings shall be in the ruling language (English) and in such form and numbers as stated in the contract.

7.6.3 Unless and otherwise agreed, the goods and equipment shall not be considered to be completed for the purpose of taking over until such manuals and drawings have been supplied to the Purchaser.

8. Packing

8.1 The Supplier shall provide such packing of the Goods/equipment as is required to prevent their damage or deterioration during transit to their final destination as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.

8.2 The packing, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be provided for in the Contract including additional requirements, if any,

specified in SCC and in any subsequent instructions ordered by the Purchaser.

8.3 Packing Instructions: The Supplier will be required to make separate packages for each Consignee. Each Package will be marked on three sides with proper paint/indelible ink the following:
i) Project/ Tender number, ii) Contract / PO No., iii) Suppliers Name, and iv) Packing List Reference number.

9. Delivery and Documents

9.1 Delivery of the Goods shall be made by the Supplier in accordance with the terms specified by the Purchaser in the Notification of Award. The details of shipping and/or other documents to be furnished by the supplier are as per SCC.

10. Insurance

10.1 The Goods supplied under the Contract shall be fully insured in Indian Rupees against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery. For delivery of goods at site, the insurance shall be obtained by the Supplier in an amount equal to 110% of the value of the goods from "warehouse to warehouse" (final destinations) on "All Risks" basis including War risks and Strikes.

11. Transportation

11.1 Where the Supplier is required under the Contract to transport the Goods to a specified place of destination within India defined as delivery location (Central Stores, BMTC), transport to such place of destination in India including insurance, as shall be specified in the Contract, shall be arranged by the Supplier, and the related cost shall be included in the Contract Price.

12. Incidental Services – (Wherever applicable)

12.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

(a) performance or supervision of the on-site assembly and/or start-up of the supplied Goods;
(b) furnishing of tools required for assembly and/or maintenance of the supplied Goods;
(c) furnishing of detailed operations and maintenance manual for each appropriate unit of supplied Goods;
(d) performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall

not relieve the Supplier of any warranty obligations under this Contract; and

(e) Training of the Purchaser's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance and/or repair of the supplied Goods.

12.2 Incidental charges if any are deemed to be included in the quoted prices.

13. Spare Parts

13.1 As specified in the SCC, the Supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:

(a) such spare parts as the Purchaser may elect to purchase from the Supplier, providing that this election shall not relieve the Supplier of any warranty obligations under the Contract; and

(b) In the event of termination of production of the spare parts:

(i) advance notification to the Purchaser of the pending termination, in sufficient time to permit the Purchaser to procure needed requirements; and

(ii) following such termination, furnishing at no cost to the Purchaser, the blueprints, drawings and specifications of the spare parts, if requested.

13.2 The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spares for the Goods, such as gaskets, plugs, washers, belts etc. Other spare parts and components shall be supplied as promptly as possible but in any case within 3 months of placement of order.

14. Warranty – “Wherever applicable”

14.1 **The Supplier warrants that the Goods supplied under this Contract are new, unused, of the most recent or current models and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect arising from design, materials or workmanship (except when the design and/or material is required by the Purchaser's Specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.**

14.2 This warranty shall remain valid for a period as specified in the tender. The Supplier shall, in addition, comply with the performance and/or consumption guarantees specified under the Contract. If for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall at its discretion either:

(a) make such changes, modifications, and/or additions to the Goods or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests in accordance with SCC Clause 2; OR

(b) pay liquidated damages to the Purchaser with respect to the failure to meet the contractual guarantees. The rate of these liquidated damages shall be as specified in the Technical Specifications.

14.3 The Purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty.

14.4 Upon receipt of such notice, the Supplier shall, within the period of 7 days and with all reasonable speed, repair or replace the defective Goods or parts thereof, free of cost at the ultimate destination. The Supplier shall take over the replaced parts/goods at the time of their replacement. No claim whatsoever, shall lie on the Purchaser for the replaced parts/goods thereafter. In the event of any correction of defects or replacement of defective material during the Warranty period, the Warranty for the corrected or replaced material shall be extended to a further period of 12 months.

14.5 If the Supplier, having been notified, fails to remedy the defect(s) within 7 days, the Purchaser may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

15. Payment

15.1 The method and conditions of payment to be made to the Supplier under this contract is as specified in the SCC.

15.2 The Supplier's request(s) for payment shall be made to the Purchaser in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and the Services performed, and by documents, submitted pursuant to GCC Clause 9, and upon fulfillment of other obligations stipulated in the contract.

15.3 Payments shall be made promptly by the Purchaser but in no case later than sixty (60) days after submission of the invoice or claim by the Supplier.

15.3 Payment shall be made in Indian Rupees.

16. Prices

16.1Prices payable to the supplier as stated in the contract shall be firm during the performance of the contract.

17. Change Orders (Wherever applicable)

17.1 The Purchaser may at any time, by written order given to the Supplier pursuant to GCC Clause 31, make changes within the general scope of the Contract in any one or more of the following with no extra cost:

(a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
(b) the method of shipping or packing;
(c) the place of delivery; and/or
(d) the Services to be provided by the Supplier.

17.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within thirty (30) days from the date of the Supplier's receipt of the Purchaser's change order.

18. Contract Amendments

18.1 Subject to GCC Clause 17, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

19. Assignment

19.1 The Supplier shall not assign, in whole or in part, its obligations to perform under the Contract, except with the Purchaser's prior written consent.

20. Subcontracts – (Not applicable for Goods contract)

20.1 The Supplier shall notify the Purchaser in writing of all subcontracts awarded under this Contract if not already specified in the tender. Such notification, in his original tender or later, shall not relieve the Supplier from any liability or obligation under the Contract. Sub-contracts shall be only for bought out items and sub-assemblies.

20.2 Subcontracts must comply with the provisions of GCC Clause 2.

21. Delays in the Supplier's Performance

21.1 Delivery of the Goods and performance of the Services shall be made by the Supplier in accordance with the time schedule specified by the Purchaser in the Schedule of Requirements

21.2 If at any time during performance of the Contract, the Supplier or its sub-contractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier’s notice, the Purchaser shall

evaluate the situation and may, at its discretion, extend the Supplier's time for performance with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of the Contract.

21.3 Except as provided under GCC Clause 24, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of liquidated damages.

22. Liquidated Damages

22.1 Subject to GCC Clause 24, if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to 0.5% of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of 10% of the Contract Price.. Once the maximum is reached, the Purchaser may consider termination of the Contract pursuant to GCC Clause 23.

23. Termination for Default

23.1 The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Supplier, terminate the Contract in whole or part:

(a) if the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 21; or

(b) if the Supplier fails to perform any other obligation(s) under the Contract.

(c) If the Supplier, in the judgment of the Purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this Clause :

"Corrupt practice" means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.

"fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower,

and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition.

23.2 In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 23.1, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Purchaser for any excess costs for such similar Goods or Services. However, the Supplier shall continue the performance of the Contract to the extent not terminated.

24. Force Majeure (Please also refer Section XX)

24.1 Notwithstanding the provisions of GCC Clauses 21, 22, 23, the Supplier shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

24.2 For purposes of this Clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the Purchaser either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes

24.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such conditions and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event

25. Termination for Insolvency

25.1 The Purchaser may at any time terminate the Contract by giving written notice to the Supplier, if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Purchaser.

26. Termination for Convenience

26.1 The Purchaser, by written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

26.2 The Goods that are complete and ready for shipment within 30 days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:

(a) to have any portion completed and delivered at the Contract terms and prices; and/or

(b) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and for materials and parts previously procured by the Supplier.

27. Settlement of Disputes

27.1 The Purchaser and the supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.

27.2.1 Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract.

27.2.2 Arbitration proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

27.3 Notwithstanding any reference to arbitration herein,

(a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and

(b) the Purchaser shall pay the Supplier any monies due the Supplier

28. Limitation of Liability

28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 5,

(a) the Supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser; and

(b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing Language

29.1 The contract shall be written in English language. Subject to GCC Clause 30, English language version of the Contract shall govern its interpretation. All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in the same language.

30. Applicable Law

30.1 The Contract shall be interpreted in accordance with the laws of the Union of India. Jurisdiction of Bangalore only.

31. Notices

31.1 Any notice given by one party to the other pursuant to this Contract shall be sent to other party in writing and confirmed in writing to the other Party's address specified in SCC.

31.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

32. Taxes and Duties

32.1 Suppliers shall be entirely responsible for all taxes, duties, license fees, octroi, road permits, etc., incurred until delivery of the contracted Goods to the Purchaser.

SECTION IV: SPECIAL CONDITIONS OF CONTRACT

TABLE OF CLAUSES

Clause No.	Topic
1	Definitions (GCC Clause 1)
2	Inspection and Tests (GCC Clause 7)
3	Delivery and Documents (GCC Clause 9)
4	Incidental Services (GCC Clause 12)
5	Payment (GCC Clause 15)
6	Settlement of Disputes (GCC Clause 27)

7	Notices (GCC Clause 31)
8	Progress of Supply
9	Right to use defective equipment
10	Supplier Integrity
11	Supplier's Obligation
12	Patent Rights

SECTION IV: SPECIAL CONDITIONS OF CONTRACT

Special Conditions of Contract

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract. The corresponding clause number of the General Conditions is indicated in parentheses.

1. **Definitions (GCC Clause 1)**
   (a) The Purchaser is BMTC
   (b) The Supplier is successful bidder

2. **Inspection and Tests/ Testing of Random Samples (GCC Clause 7)**
   The Random Samples from the supplies received will be selected and sent for testing to M/s. CIRT, Pune/ ARAI/ Rubber Board of India/ CPRI/ National Test House, Kolkata/ IRMRA (Indian Rubber Manufacturers Research Association) or any of the NABL accredited Govt. laboratories etc to ensure whether the product meet the specifications as prescribed in the tender documents. In case of failure of samples in the test, penalty will be calculated to the extent of 10% of the particular item of the invoice in addition to the cost of samples, testing charges, administrative/ incidental charges etc., will be levied. The firm will be requested to reimburse the penalty amount. If the supplier fail to reimburse, the penalty amount will be recovered from their pending bills available. If there are no pending bills, the penalty amount will be recovered from Security Deposit. In case of failure of 2/3rd of the samples, then the firm will be barred from participating in the two future tenders.

3. **Delivery, Documents (GCC Clause 9)**
   Upon delivery of the Goods, the supplier shall notify the purchaser and the insurance company by e-mail the full details of the shipment including contract number,

railway receipt number and date/ Lorry receipt number & date , description of goods, quantity, name of the consignee etc. The supplier shall mail the following documents to the purchaser with a copy to the insurance company:
(i) .Four Copies of the Supplier invoice showing contract number, goods' description, quantity, unit price, total amount;
(ii) Railway receipt/ Lorry receipt number & date/ acknowledgment of receipt of goods from the consignee(s);
(iii) Four Copies of packing list identifying the contents of each package;
(iv) Insurance Certificate;
(v) Manufacturer's/Supplier's warranty certificate;
(vi) Inspection Certificate issued by the nominated inspection agency, and the Supplier's factory inspection report; and

The above documents shall be received by the Purchaser before arrival of the Goods (except where the Goods have been delivered directly to the Consignee with all documents) and, if not received, the Supplier will be responsible for any consequent expenses

4. **Incidental Services (GCC Clause 12) – "Wherever Applicable"**
The services covered under Clause 12 shall be furnished and the cost shall be included in the contract price.

5. **Payment (GCC Clause 15)**
100 % of the invoice value shall be paid to the supplier **within 15 days** after the date of the acceptance certificate issued by the Purchaser's representative for the respective delivery provided Security Deposit is submitted.

6. **Settlement of Disputes (Clause 27)**
The dispute settlement mechanism to be applied pursuant to GCC Clause 27.2.2 shall be as follows:
(a) In case of Dispute or difference arising between the Purchaser and a domestic supplier relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996, by a Sole Arbitrator. The Sole Arbitrator shall be appointed by agreement between the parties; failing such agreement, by the appointing authority namely the Indian Council of Arbitration/President of the Institution of Engineers (India)/The International Centre for Alternative Dispute

Resolution (India). A certified copy of the appointment Order shall be supplied to each of the Parties.

(b) Arbitration proceedings shall be held at Bangalore Karnataka, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.

(c) The decision of the arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the Arbitrator. However, the expenses incurred by each party in connection with the preparation, presentation etc. of its proceedings shall be borne by each party itself.

7. **Notices (GCC Clause 31)**

For the purpose of all notices, the following shall be the address of the Purchaser and Supplier.

Purchaser: The Controller of Stores & Purchases
Bengaluru Metropolitan Transport Corporation.
Central Office, Shanthinagar,
Bnagalore-560027

Supplier: As per the Purchase Order

.....

.....

.....

8. Progress of Supply

Supplier shall regularly intimate progress of supply, in writing, to the Purchaser as under:

- Quantity offered for inspection and date;
- Quantity accepted/rejected by inspecting agency and date;
- Quantity dispatched/delivered to consignees and date;
- Quantity where incidental services have been satisfactorily completed with date;
- Quantity where rectification/repair/replacement effected/completed on receipt of any communication from consignee/Purchaser with date;
- Date of completion of entire Contract including incidental services, if any; and
- Date of receipt of entire payments under the Contract (in case of stage-wise inspection, details required may also be specified).

9. Right to use defective equipment:

If after delivery, acceptance and installation and within the guarantee and warranty period, the operation or use of the equipment proves to be unsatisfactory, the Purchaser shall have the right to continue to operate or use such equipment until rectifications of defects, errors or omissions by repair or by partial or complete replacement is made without interfering with the Purchaser's operation.

10. Supplier Integrity:

The supplier is responsible for and obliged to conduct all contracted activities in accordance with the Contract using state-of-the-art methods and economic principles and exercising all means available to achieve the performance specified in the Contract.

11. Supplier's Obligations:

The Supplier is obliged to work closely with the Purchaser's staff, act within its own authority and abide by directives issued by the Purchaser and implementation activities.

The Supplier will abide by the job safety measures prevalent in India and will free the Purchaser from all demands or responsibilities arising from accidents or loss of life the cause of which is the Supplier's negligence. The Supplier will pay all indemnities arising from such incidents and will not hold the Purchaser responsible or obligated.

The Supplier is responsible for managing the activities of its personnel or sub-contracted personnel and will hold itself responsible for any misdemeanors.

The Supplier will treat as confidential all data and information about the Purchaser, obtained in the execution of his responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of the Purchaser.

12. Patent Rights:

In the event of any claim asserted by a third party of infringement of copyright, patent, trademark or industrial design rights arising from the use of the Goods or any part thereof in the Purchaser's country, the supplier shall act expeditiously to extinguish such claim. If the supplier fails to comply and the Purchaser is required to pay compensation to a third party resulting from such infringement, the supplier shall be responsible for the compensation including all expenses, court costs and lawyer fees. The Purchaser will give notice to the supplier of such claim, if it is made, without delay.

SECTION V (a): SCHEDULE OF REQUIREMENTS
(Details of tendered items and format for tenderer's to furnish their production, supply capacity and lead time)

To be inserted in the Tender Documents by the Purchaser, as applicable. The Schedule should cover, at a minimum, the required items, quantities, services, delivery period(s) and earnest money deposit (EMD).)

Sl. No.	Brief Description	Unit	Qnty	Delivery Schedules	EMD in Rs.
The bidders are requested to download the Schedule of Requirement at Section V(b) which is enclosed separately in the excel format. It is requested to download the same and to be uploaded to e-procurement portal after duly sealed and signed. Otherwise, their offers liable to be rejected.				Please refer Tender Event for location details and for tentative schedule for supply.	Rs.16 Lakhs (please refer tender event for amount of EMD to be submitted)

SECTION V (b): SCHEDULE OF REQUIREMENTS

(Details of tendered items and format for tenderer's to furnish their production, supply capacity and lead time)

The bidders are requested to download the Schedule of Requirement [Section V(b)] attached separately in the excel format and requested to fill the required data/ information & to be uploaded to e-procurement portal duly sealed and signed. Otherwise, their offers liable to be rejected.

SECTION VI - TECHNICAL SPECIFICATIONS

The Technical Specifications of the tendered items are as under:

a) Pneumatic Tyres- IS:15636:2012 Reaffirmed 2017

b) Butyl Rubber Tubes for Pneumatic Tyres - IS:13098:2012 (Class-A) Reaffirmed 2017.

c) Natural Rubber Flaps for Pneumatic Tyres - IS:9168:2018

SECTION VII - QUALIFICATION CRITERIA & EVALUATION CRITERIA

(Refer to in Clause 11.2(b) of ITT)

(A) Pre-Qualification Criteria

Sl.No.	Pre-Qualification Criteria	Documents to be furnished
1	The tenderer should be a registered tyre manufacturer	Copy of the Certificate Incorporation/ certifi obtained as per Companies Act or any o relevant documents iss by GoI or any S Governments or u territory

Sl.No.	Pre-Qualification Criteria	Documents to be furnished
2	**For 09.00x20 Radial TTF:** The tenderer should be a 09.00x20 Radial Tyre manufacturer who must have supplied the 09.00x20 Radial Tyre, Tube and Flap up to at least 80% of tendered quantity **(160 sets)** to Chassis manufacturers/ STU's/ all their vendors including their dealers/ open market in any one of the last 3 years **(i.e., 2020-21, 2021-22 and 2022-23).** **For 10.00x20 Radial TTF:** The tenderer should be a 10.00x20 Radial Tyre manufacturer who must have supplied the 10.00x20 Radial Tyre, Tube and Flap up to at least 80% of tendered quantity **(3068 sets)** to Chassis manufacturers/ STU's/ all their vendors including their dealers/ open market in any one of the last 3 years **(i.e., 2020-21, 2021-22 and 2022-23).** **Tubeless Radial Tyre of size 295/80R, 22.5" :** The tenderer should be a tyre manufacturer who must have manufactured, tested and supplied the Tubeless Radial Tyre of size 295/80R, 22.5" up to at least 80% of tendered quantity **(1880 numbers)** to Chassis manufacturers/ STU's/ all their vendors including their dealers/ open market in any one of the last 3 years **(i.e., 2020-21, 2021-22 and 2022-23).** **Tubeless Radial Tyre of size 235/75R, 17.5"** The tenderer should be a tyre manufacturer who must have manufactured, tested and	The statement of supp has to be submitted bidders as per prescri Statement 01 to Statem 05. The purchaser may c verify the quantity supp details with vendors bidder at any stages check the genuinity needed by BMTC and initiate action as fraudulent clause of ter against any bidder if fo guilty.

Sl.No.	Pre-Qualification Criteria	Documents to be furnished
	supplied the Tubeless Radial Tyre of size 235/75R, 17.5" up to at least 80% of tendered quantity **(540 numbers)** to Chassis manufacturers/ STU's/ all their vendors including their dealers/ open market in any one of the last 3 **years (i.e., 2020-21, 2021-22 and 2022-23).** **<u>Tubeless Radial Tyre size 215-75R 15"</u>** The tenderer should be a tyre manufacturer who must have manufactured, tested and supplied the Tubeless Radial Tyre of size 215-75R 15" up to at least 80% of tendered quantity **(120 numbers)** to Chassis manufacturers/ STU's/ all their vendors including their dealers/ open market in any one of the last 3 **years (i.e., 2020-21, 2021-22 and 2022-23).**	
3	**<u>Turnover:</u>** The supplier should have average annual turnover (from the sale of Tyre, Tube, Flap and/ or Tubeless Tyres) of not less than the estimated cost of the tender **(i.e., Rs. 16.00 crores)** during last 3 preceding financial years (i.e., 2020-21, 2021-22 and 2022-23). In respect of Micro and Small Enterprises, the turnover criteria is as under. The minimum average annual turnover (from the sale of Tyre, Tube, Flap and/ or Tubeless Tyres) of tenderer (Micro and Small Enterprise) should be 50% of the estimated cost of tender **(i.e., Rs. 08 crores)** during last 2 preceding financial years (i.e., 2021-22 and 2022-23).	a) Tenderer should fur the Audited copy of Prof Loss Statement and Bala Sheet duly certified by Chartered Accountant the authorized signatory the company for said th financial years (other t Micro and Small Enterpris b)The tenderer sh enclose a Verifica Certificate from Chartered Accoun stating that the turnc details furnished in Audited statement Accounts have been veri by him and that are fo correct. In respect of Micro and S Enterprises, They should furnish Audited copy of Profit & L Statement, Balance Sh and a Verification Certifi from the Charte

Sl.No.	Pre-Qualification Criteria	Documents to be furnished
		Accountant as stated ab for said two years

a. Any bidder from a country which shares a land border with India will be eligible to bid in the tender only if the bidder is registered with the Competent Authority (as detailed at Annexure-B2). In this regard, a compliance certificate/ declaration to be submitted by the bidder on Rs. 20/- & above stamp Paper as per the format at Declaration-III (regarding restrictions on public procurements from bidders of such country/ countries which shares a Land Border with India.)
b. The Tender must fulfill all the statutory requirements.
c. Tenderer who have been blacklisted by any of the Government Organization/ Public Sector undertaking for breach of contract shall not be considered.
d. If the supply and quality performance are not satisfactory in respect of previous/past supplies, the offers of such firms will dis-qualified.
e. Firm/Company/Organization should not be facing any judicial trial or departmental enquiry.

The bidders should UPLOAD (IN E-PORTAL) all documents in support of the prequalification criteria. All other documents as per the check list

B) Evaluation Criteria Evaluation Criteria

1	Calculation method of past performance of TTF sets	The Historical data of Tyres i.e., weighted average km performance of whole tyre life for the immediate preceding 12 quarters as per the statement provided by Statistical department of BMTC to be taken for evaluation on the past performance for CPKM calculation.
2	Evaluation Criteria	**For 09.00x20 Radial TTF set:** The order will be placed on tenderer who quotes lowest end price per TTF set, subject to fulfilling the pre-qualification criteria. **For 235/75R, 17.5” and 215-75R 15" Tubeless Tyre:** The order will be placed on tenderer who quotes lowest end price per tyre, subject to fulfilling the pre-qualification criteria. **For 10.00x20 Radial TTF and 295/80R,22.5” Tubeless tyres:** The orders will be placed on the eligible firms whose calculated cost per km (CPKM) comes to be the lowest, subject to fulfilling the pre-qualification criteria. The cost per Km (CPKM) will be worked out on the total life of

		respective make and size Tyres as per the following formula **COST PER KM PER TYRE =** **For 10.00 x20 Radial Tyre, tube and Flap:** **Formula:** [Total Price quoted by bidders for 10.00x20 TTF set + (Price quoted by bidder for Additional Tube X 0.5) + (Price quoted by bidder for Additional Flap X 0.75)] ÷ (Weighted average KM of 12 Quarters of particular make and size of tyre)] **For 295/80R,22.5" Tubeless tyres** **Formula:** [The price quoted by bidder for 295/80R,22.5" Tubeless tyre] ÷ (Weighted average KM of 12 Quarters of particular make and size of tyre)] TOTAL MILEAGE = Total Tyre Mileage for particular make and size of Tyre (i.e., Initial New Tyre Mileage + Retread Mileage of number of processes processed). Weighted average total tyre mileage for the immediate preceding 12 quarters for particular make and size of tyre as per the statement provided by the Statistical Department of BMTC will be considered for CPKM calculation. The mileage data furnished by the Statistical Department is binding on the supplier unconditionally and shall not be disputed.
3	Sample size	**For 09.00x20 Radial TTF, 235/75R, 17.5" and 215-75R 15Tubeless tyres:** Order to be placed on firm whose quoted rate is L-1 in the tender (i.e., on absolute L-1 firm and there is no CPKM evaluation for 09.00x20 Radial TTF, 235/75R, 17.5" and 215-75R 15 Tubeless Tyre as the requirement is less) a) 10.00x20 Radial TTF = 1000 Tyres. b) Tubeless Radial tyres of size 295-80R 22.5" = 300 Tyre
4	Additional Tube & Flaps:	a) Additional Tube and Flaps required for 10.00x20 radial tyres will be procured from the bidders whose evaluated rates are lowest on CPKM basis. b) Additional Tube and Flaps required for 09.00x20 will be procured from the bidders whose evaluated rates are lowest.

(The bidder has to quote same basic rate for tube which is procured along with tyres as set and additional tube of same size.
The bidder has to quote same basic rate for flaps which is procured along with tyre as set and additional flap of same size.
Otherwise, lesser basic rate among the two will be considered for evaluation)

Tyre, Tube and Flap will be procured in sets only. As such the tenderers shall quote for all the three items i.e., tyre, tube & flap. Rate offered by the tenderer per set of TTF will be considered for evaluation. In case the offers are not received for all the three items i.e., Tyre, Tube and Flap, such offers will not be considered. Further, all the manufacturers who are participating in the tender should also quote for additional tubes and Flaps. In case quotation is received only for TTF sets, without quoting the rates for additional Tube and Flaps for the same size tyre (Except tubeless Tyres) in such cases, the commercial offer received for TTF sets is liable to be rejected. In case of non-supply of additional tubes and Flaps as per the ordered quantity and delivery schedule furnished by BMTC by the successful bidder, then their supply performance will be viewed seriously during future tender evaluation besides invoking penalty and risk purchase clause as per tender terms.

C) Other terms and conditions

1	Supply performance	Failure to supply the TTF sets and additional Tube and Flaps as per the delivery schedule furnished in the purchase order OR the delivery schedule furnished by the BMTC/consignee and non-completion of the ordered quantity would lead to disqualification in the future tenders besides forfeiting the EMD and invoking Risk Purchase Clause The Corporation would cancel the Letter of Intent/Purchase Order at any point of time for deficiency in the supply and quality performance. In such case the purchase order would be placed on the next available source by invoking risk purchase clause including recovery of liquidated damages suffered by the Corporation besides barring the supplier from participating in two future tenders.
2	Performance Guarantee	In respect of premature failed tyre due to manufacturing/ materia defects (on the basis of wear and tear of Non-skid depth), th replacement shall be made on prorate basis with new tyre. Th cost of new tyres to the extent of wear and tear of NSD will b borne by the Corporation. Necessary approval be obtained from the CME, BMTC for New Tyr claims.
3	Age of Radial Tyres, Tubeless Radial tyres and additional Tubes & Flaps.	The 10.00x20 Radial Tyres and 295/80R, 22.5” Tubeless Tyres t be supplied to BMTC should not be older than three months fro the date of manufacture. 09.00x20 Radial Tyres, 235/75R, 17.5” and 215-75R 15" Tubeles Tyres to be supplied to BMTC should not be older than six month from the date of manufacture. The Tubes and Flaps (including Tubes & Flaps which are supplie along with tyre as set as well as additional tubes & Flaps) to b supplied to BMTC should not be older than six months from th

		date of manufacture.
4	EMD	Please refer “Tender Event” for details
5	Security Deposit	Please refer “Tender Event” for details

SECTION VIII: TENDER FORM

(Proforma of Tender Form to be furnished on a Government Stamp Paper of Rs. 20/-)
(Tenderers are requested to ensure the entry of their company’s name, IFT No, Date & tender description before uploading and submission of their bid in e-procurement portal)

Name of the Tenderer: .....
IFT No: .....
Date: .....
Tender Description: Supply of
.....

TO:
THE CONTROLLER OF STORES AND PURCHASES,
BMTC., CENTRAL OFFICES,
Shanthinagar, BANGALORE-27

Gentlemen and/or Ladies,

Having examined the Tender Documents including Addenda Nos..... [insert numbers], the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver.....(Description of Goods and Services) in conformity with the said tender documents.
We undertake, if our tender is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.
If our tender is accepted, we will obtain the guarantee of a bank in a sum equivalent to **5% percent** of the order value for the due performance of the Contract, in the form prescribed by the Purchaser.
We agree to abide by this tender for the Tender validity period specified in Clause 14.1 of the ITT and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
Until a formal contract is prepared and executed, this tender, together with your written acceptance thereof and

your notification of award, shall constitute a binding Contract between us.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely “Prevention of Corruption Act 1988”.

We understand that you are not bound to accept the lowest or any tender you may receive.

We clarify/confirm that we comply with the eligibility requirements as per ITT Clause 1 of the tender documents.

1. We declare that, we have not been blacklisted/ barred from participating in the tender (s) by any of the Government Organisation/Public Sector undertaking for breach of contract during last three years. Further, we have not been declared ineligible for corrupt and fraudulent practices issued by any of the State Government/ Government of India/Union Territory.

2. We hereby declare that, all the particulars furnished by us in this tender are true to the best of our knowledge and we accept that, if any stage, the information furnished is found to be incorrect or false, we are liable for disqualification from this tender and also are liable for any penal action that may arise due to the above

3. We agree to abide by the payment clause i.e., 100 % of the invoice value shall be paid to the supplier within **15 days** after the date of the acceptance certificate issued by the Purchaser’s representative for the respective delivery provided Security Deposit is submitted. We are aware that the security deposit will be refunded/returned only after complete settlement of all claims and, test charges of failed samples etc.,

4. The rates quoted in the e-procurement portal are final and we agree to hold the same till the completion of the supply of ordered quantity.

5. We agree to extend the validity of the bank guarantee/security deposit unconditionally in case needed as per the requirement of BMTC.

6. We have quoted our rates for TTF sets and also additional Tube and Flaps required for the same Tyres (except

Tubeless Tyres). In case, the offers is submitted only for TTF sets without quoting the rates for additional Tube and Flaps, in such cases our commercial offer is liable to be rejected.

7. We undertake to supply the ordered quantity as per the delivery schedule provided by the BMTC.

8. We are aware of the fact that, any conditional offer/ counter conditions (Technical or Financial bid) shall lead to rejection of our tender.

9. We undertake to abide by all the terms and conditions of tender, in case of violation of any of the Terms and conditions of the tender, we understand that, we are liable to be barred by BMTC for participating in future two tenders.

Signature of the Authorized Signatory.
Name:
Designation:
Mobile No:
E-Mail ID:
Date
Seal of the Company.

SECTION IX: EARNEST MONEY DEPOSIT BANK GUARANTEE FORM

Whereas..... (name of the tenderer) (hereinafter called "the Tenderer") has submitted its tender dated ..... (date of submission of tender) for the supply of ..... (name and/or description of the goods) (hereinafter
called "the Tender").

KNOW ALL PEOPLE by these presents that WE ..... (name of bank) of ..... (name of country),having our registered office at ..... (address of bank) (hereinafter called "the Bank"), are bound unto **BMTC** (name of Purchaser) (hereinafter called "the Purchaser") in the sum of

Rs. 16.00 lakhs (Rupees Sixteen lakhs only) for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this ____ day of_____ 2024.

THE CONDITIONS of this obligation are:

1) If the Tenderer
   a) withdraws its Tender during the period of tender validity specified by the Tenderer on the Tender Form; or
   b) does not accept the correction of errors in accordance with the ITT; or
2) If the Tenderer, having been notified of the acceptance of its tender by the Purchaser during the period of tender validity:
   a) fails or refuses to execute the Contract Form if required; or
   b) fails or refuses to furnish the performance security, in accordance with the Instruction to Tenderers;

We undertake to pay the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to **31.08.2024** and including forty five (45) days after the period of the tender validity, and any demand in respect thereof should reach the Bank not later than the above date.

.....
(Signature of the Bank)

SECTION X: CONTRACT FORM

This agreement made the …… day of ……20…. Between…….. (Name of the Purchaser) of ……. Country of Purchaser) (hereinafter called "the Purchaser") of the one part and …….. (Name of Supplier) of …….. (City and Country of

Supplier) (Hereinafter called "the Supplier") of the other part :

WHEREAS the Purchaser is desirous that certain Goods and ancillary services viz., ... (Brief Description of Goods and Services) and has accepted a tender by the Supplier for the supply of those goods and services in the sum of ..... (Contract Price in Words and Figures) (hereinafter called "the Contract Price")

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
   (a) the Tender Form and the Price Schedule submitted by the Tenderer in e-procurement portal;
   (b) the Schedule of Requirements;
   (c) the Technical Specifications;
   (d) the General Conditions of Contract;
   (e) the Special Conditions of Contract; and
   (f) the Purchaser's Notification of Award.
3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier here by covenants with the Purchaser to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
   Brief particulars of the goods and services which shall be supplied/provided by the Supplier are as under:

Sl. No.	Brief description of Goods and Services	Quantity be supplied	Unit price	Total Price	Deliver Terms

Total Value: .....

Delivery Schedule:.....

IN WITNESS whereof the parties here to have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, Sealed and Delivered by the
said .....
(For the Purchaser) in the presence of: .....

Signed, Sealed and Delivered by the

said ..... (For the Supplier)
in the presence of: .....

SECTION XI. PERFORMANCE SECURITY BANK GUARANTEE FORM

THE CONTROLLER OF STORES & PURCHASES.
BENGALURU METROPOLITAN TRANSPORT CORPORATION
CENTRAL OFFICES, Tender section,
Shanthinagar, BENGALURU : 560 027

01	GUARANTEE NO :	
02	AMOUNT OF THE GUARANTEE :	
03	GUARANTEE COVERS FROM :	
04	LAST DATE FOR LODGMENT OF CLAIM :	

WHEREAS ..... (Name of Supplier) hereinafter called "the Supplier" has undertaken , in pursuance of Contract No..... dated,..... 20... to supply..... ..... (Description of Goods and Services) hereinafter called "the Contract".
AND WHEREAS it has been stipulated by you in the said Contract that the Supplier shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with the Supplier's performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Supplier a Guarantee:
THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, up to a total of ..... (Amount of the Guarantee in Words and Figures) and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the Contract and without cavil or argument, any sum or sums within the limit of ..... (Amount of Guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the .....day of.....20.....

Signature and Seal of Guarantors
.....
.....

.....
Date.....
Address:.....
.....

SECTION XII – Not Applicable

(Please see Clause 11.2 (b) of the Instructions to Tenders)

Proforma for Performance Statement for the last Five years

IFT No..... Date

Name of the Firm: .....

Year	Orders placed by (Full address of Purchaser)	Order No and Date	Description and Quantity of Goods ordered	Value of Order	Date of Completion of Delivery As per contract/Actual	Remarks indicating reasons for late delivery, if any	Has the goods/ equipment been satisfactorily functioning. (Attach a Certificate from the purchaser

SECTION XIII: MANUFACTURERS' AUTHORIZATION FORM – NOT APPLICABLE

(Please see Clause 11.2(a) of Instructions to Tenderers)

No. dated

To

Dear Sir:

IFT No.

We who are established and reputable manufacturers of ……
(name and description of goods offered) having factories at …… (address of factory) do hereby authorize M/s (Name and address of Agent) to submit a tender, and sign the contract with you for the goods manufactured by us against the above IFT.

No company or firm or individual other than M/s…….. are authorized to tender, and conclude the contract for the above goods manufactured by us, against this specific IFT.
(This para should be deleted in simple items where manufacturers sell the product through different stockists.)

We hereby extend our full guarantee and warranty as per Clause 14 of the General Conditions of Contract for the goods and services offered for supply by the above firm against this IFT.

Yours faithfully,

(Name)
(Name of manufacturers)

Note: This letter of authority should be on the letter head of the manufacturer and should be signed by a person competent and having the power of attorney to legally bind the manufacturer. It should be included by the Tenderer in its tender.
* Modify this format suitably in case where manufacturer’s warranty and guarantee are not applicable for the items for which bids are invited.

SECTION XIV-PROFORMA FOR EQUIPMENT AND QUALITY CONTROL EMPLOYED BY THE MANUFACTURER – **NOT APPLICABLE**

IFT NO. ..... DATE OF OPENING: .....
NAME OF THE TENDERER : .....
(Note : All details should relate to the manufacturer for the items offered for supply)

1. Name & full address of the Manufacturer
2. (a) Telephone & Fax No Office/Factory/Works
(b) Telex No. Office/Factory/Works
(c) Telegraphic address :

3. Location of the manufacturing factory.

4. Details of Industrial License, wherever required as per statutory regulations.

5. Details of important Plant & Machinery functioning in each dept. (Monographs & description pamphlets be supplied if available).

6. Details of the process of manufacture in the factory.

7. Details & stocks of raw materials held.

8. Production capacity of item(s) quoted for, with the existing Plant & Machinery
8.1 Normal
8.2 Maximum

9. Details of arrangement for quality control of products such as laboratory, testing equipment etc.

10. Details of staff:
10.1 Details of technical supervisory staff in charge of production & quality control.
10.2 Skilled labour employed.
10.3 Unskilled labour employed.
10.4 Maximum No. of workers (skilled & unskilled) employed on any day during the

18 months preceding the date of Tender.

11. Whether Goods are tested to any standard specification? If so, copies of original test certificates should be submitted in triplicate.

12. Is the Manufacturer registered with the Directorate General of Supplies and Disposals, New Delhi 110 001, India? If so, furnish full particulars of registration, period of currency etc. with a copy of the certificate of registration.

.....

Signature and seal of the Manufacturer

SECTION XV - CERTIFICATE OF VERIFICATION FROM CHARTERED ACCOUNTANT

We hereby certify that the annual turnover (from the sale of Tyre, Tube, Flap and/ or Tubeless Tyres) furnished by M/s.....for the following years are as detailed below and as furnished in the enclosed statement of accounts, is verified by us and found correct.

Year	Turn Over in Crores:
2020-21	
2021-22	
2022-23	

Chartered Accountant

[Signature with seal]

My Membership No.....

UDI No.....

Address.....

.....

.....

Signature of the Authorized Signatory.
Name:
Designation:
Mobile No:
E-Mail ID:
Date
Seal of the Company.

SECTION XVI - DECLARATION-I

(This Declaration to be furnished on a Government Stamp Paper of Rs. 20/-)

The Controller of Stores and Purchases,
BMTC, Central Offices,
Shanthinagar,
BANGALORE-560 027.

Sir,
Sub: Supply of .....
Ref: IFT No.....

*****

LOWEST RATE DECLARATION

We hereby declare that the rates quoted by us is lowest and we have not quoted / supplied to any other STU's / Organizations during the preceding one year at less than the rates offered by us in the subject tender.

Or

We have supplied _____ to our following customers during the preceding One-year at less than the rates offered to you in the subject tender, and the details are as follows:

1. Name of the STU / Organization to whom the supplies were made:
2. Rates offered to them:
3. The reasons for variation:
4. Quantity offered / supplied:

ANTI-BLACKLISING DECLARATION

M/s. ..... (Name of the Bidder), (the names and addresses of the registered office) hereby certify and confirm that we or any of our promoter/s / director/s are not barred by State Government / any other Government entity or blacklisted by any state government or central government / department / Local Government / agency in India or from abroad from participating in Project/s, as on the due date of this tender for submission.
We further confirm that we are aware that our Application for the captioned Project would be liable for rejection in case any material misrepresentation is made or discovered with regard to the requirements of this Tender at any stage of the Biding Process or thereafter during the agreement period.

Dated this .....Day of ....., 20__

Name of the Bidder: .....
Signature of the Authorized person:.....
Name of the Authorized Person:
.....

SECTION XVII - DECLARATION-II

DECLARATION – II TO BE SUBMITTED BY THE PRINCIPAL FIRM, WHEREVER THE SUPPLIES ARE EFFECTED THROUGH THEIR CHANNEL PARTNER/DISTRIBUTOR/ DEALER:

(Proforma of Declaration to be furnished on a Government Stamp Paper of Rs: 20/-)

(Tenderers are requested to ensure the entry of their company's name, IFT No, Date and tender description before uploading and submission of their bid in e-portal)

Name of the tenderer: .....
IFT No: .....
Date: .....
Tender Description: Supply of .....

The Controller of Stores and Purchases

BMTC, Central Offices, Shanthinagar,
BANGALORE – 560 027

Sir,

"We, M/s. ....., hereby declare that, The materials supplied through our *Channel Partner/Distributor/ Dealer i.e. M/s. ....., have been manufactured by us and the same have been supplied as per our branded products (as mentioned in the purchase order) through our *Channel partner/distributor and we stand guarantee for the items supplied through our *Channel Partner/Distributor/ Dealer".

Signature of the Principal Firm/ Manufacturer.
Name:
Designation:
Mobile No:
E-Mail ID:
Date
Seal of the Company.

(Note: *Please strike out which is not applicable.)

SECTION XVIII – DECLARATION -III

Compliance Certificate regarding restrictions on public procurements from bidders of countries which shares a Land Border with India

(to be furnished on a Government Stamp Paper of Rs. 20/-)

(Tenderers are requested to ensure the entry of their company's name, IFT No, Date and tender description before uploading and submission of their bid in e-portal)

Name of the Tenderer: .....
IFT No: ..... Date: .....
Tender Description: Supply of .....

The Controller of Stores and Purchases
BMTC, Central Offices, K.H. Road,
Bengaluru-560 027

Sir,

We have read the clauses regarding restrictions on procurement from a bidder of a country which shares a land border with India (GoI Letter No. F.No. 6/18/2019 -PPD dtd: 23.07.2020 Order (Public Procurement No. 1 and 2) dated 23.07.2020 & Order (Public Procurement No. 3) dated 24.07.2020 and GO of GoK vide No. FD 455 Exp-12 2020 Bengaluru Dated: 25.08.2020. GoI OM vide No. F.No. 18/37/2020-PPD dtd: 08.02.2021 and GoK circular vide No. FD 455 Exp-12/2020 Bengaluru Dtd: 10.03.2021.

i. I/ We certify that, we are not from such a country which shares a land border with India and we are eligible to be considered.
Or
I/ We declare that, we are from such a country or countries which shares a land border with India and we have been registered with the Competent Authority and certify that, we fulfill all requirements in this regard and are eligible to be considered. A copy of the valid registration by the Competent Authority is enclosed along with this declaration for Evidence.

ii. We declare that, we will not sub-contract any work to a contractor from such country or countries which shares a land border with India unless such contractor is registered with the Competent Authority in case the work order is released on us. We fulfill all requirements in this regard and is eligible to be considered. (A copy of the valid registration issued by the Competent Authority to be enclosed if applicable).

iii. We declare that, we will not supply finished goods procured directly/ indirectly from the vendors from the countries sharing land border with India unless such vendor is registered with the Competent Authority.

iv. We aware of the fact that, if the information provided by us in this certificate/ declaration is found to be false at any stage, this would be a ground for immediate termination of order/ contract/ LoI and further legal action against us in accordance with law.

v. We are aware that, such registration with Competent Authority should be valid at the time of submission of bids and at the time of acceptance of bids.

Signature of the Authorized Signatory.
Name:
Designation:
Mobile No:
E-Mail ID:
Date:
Seal of the Company

FOR INFORMATION OF THE BIDDERS

Restrictions on public procurements from bidders of such country/ countries which shares a Land Border with India)

In addition to the prequalification criteria, evaluation criteria and other terms & conditions specified in Annexure-B and Annexure-B-1, the following Eligibility Clauses and Sub Contract Clauses have been incorporated in the tender as per the GoI Letter No. F.No. 6/18/2019 -PPD dtd: 23.07.2020, Orders (Public Procurement No. 1 and 2) dated 23.07.2020 & Order (Public Procurement No. 3) dated 24.07.2020, Orders of GoK vide No. FD 455 Exp-12 2020 Bengaluru Dated: 25.08.2020, GoI OM vide No. F.No. 18/37/2020-PPD dtd: 08.02.2021 and O.M No. F.12/1/2021 – PPD)Pt), dated: 02-03-2021 and GoK circular vide No. FD 455 Exp-12/2020 Bengaluru Dtd: 25-08-2020, FD 455 Exp-12/2020 Bengaluru Dtd: 10.03.2021 and FD 455 Exp-12/2020 Bengaluru Dtd: 29.03.2021.

Sl. No.	Clauses
1	Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.
1.1	"Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
1.2	"Bidder from a country which shares a land border with India" for the purpose of this Order means: -
	a. An entity incorporated, established or registered in such a country; or
	b.A subsidiary of an entity incorporated, established or registered in such a country; or
	c.An entity substantially controlled through entities incorporated, established or registered in such a country; or
	d.An entity whose beneficial owner is situated in such a country; or
	e.An Indian (or other) agent of such an entity; or
	f.A natural person who is a citizen of such a country; or
	g.A consortium or joint venture where any member of the consortium or joint venture falls under any of the above
1.3	The beneficial owner for the purpose of above clause will be as under: 1 In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means. Explanation – a."Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. Of shares or capital or profits of the company; b."Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
	2 In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
	3 In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
	4 Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
	5 In case of a trust, the identification of beneficial owner(s) shall include identification

	of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
1.4	An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
1.5	A certificate for having read the above clauses is required to be submitted/ and uploaded by the tenderer separately as per format at Declaration – III (to be downloaded and uploaded to the e-procurement portal duly signed and attached to hard copies of the tender documents.
1.6	In case of Work contract including turnkey contract. The successful bidder will not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority. A declaration to be submitted during submission of tender as per Declaration – III.
1.7	(i) A bidder is permitted to procure raw material, components, subassemblies etc. from the vendors from countries which shares a land border with India. Such vendors will not be required to be registered with the Competent Authority, as it is not regarded as "sub-contracting". (ii) However, in case a bidder has proposed to supply finished goods procured directly/ indirectly from the vendors from the countries sharing land border with India, such vendor will be required to be registered with the Competent Authority. (iii) Procurement of Spare parts and other essential service support like Annual Maintenance Contract (AMC)/ Comprehensive Maintenance Contract (CMC) including consumables for closed systems, from original equipment Manufacturers (OEMs) or their Authorized agents, shall be exempted from the requirement of registration.

In this regard, the bidders are requested to download the Declaration-III (Compliance Certificate regarding restrictions on public procurements from bidders of countries which shares a Land Border with India) and to be uploaded to e-procurement portal duly sealed and signed (on stamp paper as per section XVIII)

(To be read and complied before signing the Declaration-III)

FORMAT OF POWER OF ATTORNEY
FORMAT FOR POWER OF ATTORNEY FOR SIGNING OF PROPOSAL

(On Non – judicial stamp paper of Rs.20/- or such equivalent amount and document duly attested by notary public)

Sub: Supply of .....
Ref: IFT No. .....

*****

Power of Attorney

Know all men by these presents, we ..... (name of the supplier and address of the registered office) do hereby constitute, appoint and authorize Mr. / Ms..... ..... (name and residential address) who is presently employed with us and holding the position of ..... as our true and lawful attorney (hereinafter referred to as the "attorney"), to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to submission of our Proposal for this tender including signing and submission of the Proposal and all accompanying documents, attending the pre-bid meeting, providing information/responses to .....[Name of Authority], representing us in all matters before ..... [Name of Authority], if selected, undertaking negotiations with ..... [Name of Authority] prior to the execution of the Contract and generally dealing with .....[Name of Authority] in all matters in connection with our Proposal.

We hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, ..., THE ABOVE-NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ..... DAY OF ....., 20.....

For .....
(Signature)
(Name, Title and Address)

Accepted

.....(Signature)

(Name, Title and Address of the Attorney)

ADHERENCE TO ENVIRONMENT MANAGEMENT SYSTEM

Name of the Tenderer:.....

IFT No:.....

Sl. No	Points to be checked	Status (Yes or No)	Remarks	Hints/Suggestions
1	Do you have processes that have significant impact on environment? List them in the remarks column			1. Heat treatment 2. Surface derangement. 3. Foundry
2	Do you use hazardous chemicals/ materials? List them in the remarks column			Chemical/listed /falling under the criteria given in the hazardous chemicals Rules-1989
3	Leakage/spillage of oils and chemicals in the work environment.			Good housekeeping ensures minimum impact on the environment
4	Have you obtained consent from statutory authorities?			Consent under the Water& Air Acts & authorization under the hazardous wastes Rules(if applicable)from the pollution control board
5	Have you introduced air pollution control measures? List them in the remarks column			Air pollution control measure(if required) like dust collector, scrubbers etc.,
6	Are Hazardous wastes generated from the process?			Hazardous wastes listed in the schedules of Hazardous wastes Rules-1989
7	Do you facility for the storage/disposal of Hazardous wastes?			Hazardous wastes like effluent treatment sludge, sludge from plating baths, spent oils, solvents etc
8	Do you have any			
	Plans to reduce the waste generated			Reduce, Recycle and Reuse
	Noise level control measures			Acoustic enclosures
	Plans to conserve natural resources			Water and energy conservation measures
	Emergency preparedness and			Emergency preparedness

	response plan			in case of fire, accidents etc.,
9	Are employees regularly kept informed and trained in environmental protection issues.			Awareness programmes

Signature of Authorized Signatory.
Name:
Designation:
Mobile No:
E-Mail ID:
Date
Seal of the Company.

SECTION XIX – PAYMENT OF EMD AND TENDER PROCESSING FEE

The EMD (Refundable to unsuccessful bidders) as prescribed shall be submitted online through the e-Procurement portal using any of the following 4 modes.

1. Credit Card
2. Debit Card
3. National Electronic Fund Transfer (NEFT)
4. Over the Counter (OTC) (ICICI Bank)

OTC payment procedure

If a contractor/supplier chooses to make payment of EMD/ tender processing fees Over The Counter (OTC) in any of the designated ICICI BANK branches listed in the e-Procurement web-site, the contractor/ supplier will need to log into e-Procurement system, access the tender for which bid is being created and then select the OTC option under the payment section and print the Challan shown in that section. The printed challan will have the unique bid reference number and the amount to be remitted. Along with the challan, contractor can choose to make the payment either in the form of cash or in the form of Demand Draft. Cheque payments will not be accepted. The contractor is requested to specifically inform the bank officer to input the unique bid reference number printed in the challan in the banking software. Upon successful receipt of the payment, the bank will provide a 16-digit reference number acknowledging the receipt of payment. This 16-digit reference number has to be entered by contractor in the payment section of its bid

as payment confirmation before the bid is submitted (i.e.) as a pre-requisite for bid submission.

NEFT payment procedure

If a contractor/supplier chooses to make payment of EMD/tender processing fees using Reserve Bank of India's (RBI) National Electronic Fund Transfer (NEFT) system, the contractor/supplier will need to log into e-Procurement system, access the tender for which bid is being created and then select the NEFT option under the payment section and print the Challan shown in that section. The printed challan will have the unique bid reference number, account details of Government of Karnataka and the amount to be remitted. The contractor has to submit the printed challan to its bank-branch (NEFT-enabled) and request for an account-to-account transfer, wherein the money will get transferred from the contractors' bank account to GoK's bank account. The contractor should ensure that NEFT transfer instructions are executed and the funds are wired to the Government of Karnataka's principal account before the last date for bid submission and **preferably 24 hours before the last date for bid submission**. If the contractor's bank transfers/wires the money after the last date for bid submission, the contractor's bid will be liable for rejection. Upon executing the transfer, the contractor's bank will provide a reference number generated by NEFT software as confirmation of transfer, which has to be entered by contractor in the payment section of its bid as payment confirmation before the bid is submitted (i.e.) as a pre-requisite for bid submission. Also, the account number from which the funds were transferred have to be entered in the e-Procurement system as part of its bid.

The tenderer who wish to make Earnest Money Deposit and Tender processing fee payment through Internet Banking facility may do so. The Department is in no way responsible in case the money is not deposited in the notified central pooling account held at Axis Bank, within the stipulated period. The name of the account and the account number and other details are displayed in the generated challan for the information of the tenderer.

The supplier/contractor’s bid will be evaluated only on confirmation of receipt of the payment (EMD) in the Government of Karnataka central pooling a/c held at ICICI Bank/ designated Bank.

EMD amount will have to be submitted by the supplier/contractor taking into account the following conditions:

a. EMD will be accepted in the form of electronic cash (and not through Demand Draft) and will be maintained in the Govt's central pooling account at ICICI Bank/ / designated Bank until the finalization of the Tender **or EMD will be accepted in the form of the irrevocable Bank Guarantee as per the format.**

b. The entire EMD amount for a particular tender has to be paid in a single transaction.

c. The bidder shall deposit EMD amount as prescribed in e-procurement portal through e-payment.

d. For details on e-Payment services refer to e-procurement portal for more details on the process.

Any tender not accompanied by an acceptable earnest money deposit and not secured as indicated above shall be rejected by the Employer as non-responsive.
The earnest money deposit of unsuccessful Tenderers will be returned within 30 days of the end of the tender validity period. The EMD does not carry any interest.
The earnest money deposit of the successful Tenderer will be discharged when the Tenderer has signed the Agreement/ furnished the required Performance Security.

The earnest money deposit may be forfeited:

(a) if the Tenderer withdraws the Tender after tender opening during the period of tender validity;

(b) in the case of a successful Tenderer, if the Tenderer fails within the specified time limit to
  (i) Sign the Agreement; or
  (ii) Furnish the required Security deposit

SECTION XX – FORCE MAJEURE CLAUSE

a) "Neither party shall be liable for any failure to perform its obligations hereunder where such failure is as a result of acts of God (including fire, flood, earthquake,

storm, Hurricane or other natural disasters, war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, terrorist activities, Govt sanction, blockage, embargo or any such events which are beyond the reasonable control of the parties. Notice informing such occurrence shall be sent to the other party within 3 days of such occurrence. However the acts such as labour disputes, strikes, lockouts or any such industrial unrest in organisation of the supplier shall not be considered for such failures".

b) During the existence of any of the above conditions, the supplier shall be excused from delivering the products to the buyer and the buyer shall be at liberty to purchase the product elsewhere to that extent during such period but shall again resume off take from the supplier, on receipt of the suppliers notice of readiness to resume performance.
c) Similarly, the buyer shall be at liberty to refuse to accept the supplies from the supplier and the supplier shall be at liberty to sell the product elsewhere during the period (when the buyer is unable to receive the supplies from the Supplier), but the supplier shall again resume supplies on receipt of the buyer's notice of readiness to resume acceptance.
d) As soon as the cause of Force Majeure has been removed, the Party (buyer or supplier) whose ability to perform its obligations has been affected shall notify the other of such cessation immediately and resume supply / service.

SECTION XXI: WORK INSPECTION CLAUSE

The BMTC reserve the right to conduct Factory Inspection of the tenderers at any time by the Team of Officers before or after the purchase order to ensure that the firm is having required infrastructure facility to execute the orders and dis-qualify the firm, if found the tenderer is not having required infrastructure facility.

SECTION XXII: RISK PURCHASE/ PENAL CLAUSE

If supplies are not made as per the delivery schedule prescribed or the revised delivery schedule intimated by the consignee, if any, the consignee will purchase such requirements from any available source and this extra expenditure incurred thereof will be recovered from the supplier's Bills due for payment or from the Security

Deposit. Further the default supplier has to reimburse all the liquidated damages/losses arising due to non-fulfillment of contractual obligations.

The product should meet the specific requirement/ specifications as prescribed in the Tender. If the supplies do not confirm to the specification/Samples and if the supplies are not effected as per delivery schedule, the BMTC reserves the right to debar the firm.